

1 2. On August 28, 2007, Terry Ross, a member of Keesal, Young &
2 Logan and lead counsel for Defendants Wachovia and Mr. Wieland, provided counsel for
3 Plaintiff Dr. VIOLETTA ETTARE ("Plaintiff" or "Dr. Ettare"), Christopher Cooke of
4 Cooke Kobrick & Wu LLP, with Dr. Ettare's signed client agreements containing an
5 arbitration clause. Mr. Ross suggested the parties proceed with this matter in
6 arbitration. I was copied on Mr. Ross' August 28, 2007 email correspondence to Mr.
7 Cooke.

8 3. Also on August 28, 2007, Mr. Cooke responded to Mr. Ross' email
9 correspondence and stated that he would confer with Plaintiff regarding stipulating to
10 arbitration.

11 4. On August 29, 2007, counsel for Defendants JOSEPH E. BARATTA
12 ("Mr. Baratta") and TBIG FINANCIAL SERVICES, INC. ("TBIG"), Gilbert R. Serota,
13 sent Mr. Cooke an email requesting Plaintiff stipulate to a joint arbitration and stating
14 Mr. Baratta and TBIG's intention to join in any motion to compel filed by Wachovia and
15 Mr. Wieland. I was copied with Mr. Serota's August 29, 2007 email correspondence.

16 5. On August 30, 2007, counsel for all parties engaged in an email
17 exchange wherein Mr. Ross and Mr. Serota provided Mr. Cooke with information
18 regarding the arbitration agreements signed by Plaintiff and again requested Plaintiff
19 stipulate to binding arbitration. Mr. Cooke promptly responded that he would consider
20 the information, but he ultimately did not agree to stipulate to arbitration. I was copied
21 on counsel's August 30, 2007 email exchange.

22 6. On September 6, 2007, counsel for all parties engaged in multiple
23 email exchanges wherein counsel for all Defendants in this matter requested Plaintiff
24 stipulate to binding arbitration. I was copied on counsel's September 6, 2007 email
25 exchange.

26 7. On September 17, 2007, Mr. Cooke informed counsel for all
27 Defendants via email that he was inclined to recommend Plaintiff stipulate to
28 arbitration with Defendants Wachovia and Mr. Wieland, but that Plaintiff would make

1 no final decisions regarding arbitration until after this Court ruled on Plaintiff's Motion
2 to Remand the case to Superior Court. I was copied on Mr. Cooke's September 17, 2007
3 email.

4 8. On November 8, 2007, I called Mr. Cooke at his office at (650) 638-
5 2370 to discuss this matter and again suggest that the parties stipulate to binding
6 arbitration before FINRA. Pursuant to Mr. Cooke's request, I provided him with
7 additional copies of Plaintiff's signed new account documentation, which contains an
8 arbitration clause.

9 9. On February 14, 2008, I sent Mr. Cooke an email again requesting
10 that Plaintiff stipulate to binding arbitration. I received an "out of office" email message
11 from Mr. Cooke indicating he was out of the office until February 17, 2008. I promptly
12 left Mr. Cooke a voice message at his office at (650) 638-2370 in follow up to my email,
13 wherein I again requested that Plaintiff stipulate to arbitration and asked that Mr.
14 Cooke call me to discuss this matter further.

15 10. On February 21, 2008, I received an email response from Mr. Cooke
16 regarding my February 14, 2008 correspondence requesting arbitration. In his email,
17 Mr. Cooke requested additional copies of Dr. Ettare's signed account agreements
18 containing arbitration clauses and agreements. I provided the same to Mr. Cooke via
19 email on February 22, 2008 and requested a telephone conference to discuss stipulating
20 to arbitration. Later that day, Mr. Cooke advised he would speak to Plaintiff regarding
21 stipulating to arbitration.

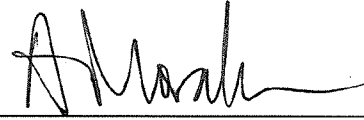
22 11. On February 27, 2008, I sent Mr. Cooke a follow up email again
23 requesting Plaintiff's position on stipulating to binding arbitration. Mr. Cooke
24 responded the same day stating Plaintiff would not stipulate to arbitration and
25 indicating he may have questions or concerns regarding the authenticity of Dr. Ettare's
26 signature on the Wachovia account documentation.

27 12. In the days following my February 27, 2008 email exchange with Mr.
28 Cooke, counsel for all parties had further discussions regarding whether Plaintiff would

1 stipulate to arbitration. However, as of the date of this Declaration, Plaintiff has not
2 agreed to voluntarily submit this matter to arbitration before FINRA.

3 Executed this 5th day of March, 2008, at Long Beach, California.

4 I declare under penalty of perjury under the laws of the State of California
5 that the foregoing is true and correct.



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7 AUDETTE PAUL MORALES